

The Honorable James L. Robart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

MICROSOFT CORPORATION,

Plaintiff,

v.

MOTOROLA, INC. MOTOROLA
MOBILITY, LLC, and GENERAL
INSTRUMENT CORPORATION,

Defendants.

Case No. C10-1823-JLR

**DECLARATION OF ERIC KLEIN
(KYOCERA) IN SUPPORT OF
NONPARTIES KYOCERA
CORPORATION AND KYOCERA
COMMUNICATIONS, INC.'S
JOINDER IN DEFENDANT'S
MOTION TO SEAL DOCUMENTS
AND EXCLUDE UNAUTHORIZED
PERSONS FROM THE
COURTROOM**

I, Eric Klein, declare as follows:

1. I am the Corporate Secretary of Kyocera Communications, Inc. ("KCI"). KCI is the successor-in-interest to Kyocera Wireless Corporation ("KWC"), including KWC's rights and obligations under patent licenses entered into by KWC and a certain license agreement entered into with Motorola, Inc. dated July 1, 2004.

2. I submit this declaration in support of Nonparty Kyocera's Joinder in Defendants' Motion to Seal Documents and Exclude Unauthorized Persons From the Courtroom, submitted concurrently herewith. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would competently testify to them.

3. In 2004, Kyocera entered into a license agreement with Motorola, Inc. (“the Kyocera-Motorola license”). I understand that the Court has scheduled trial in this matter to begin on November 13, 2012, and that the parties may seek to introduce evidence regarding the Kyocera-Motorola license.

4. The terms of the Kyocera-Motorola license are not known to the public.

5. Kyocera had consented to Motorola's request for disclosure of the Kyocera-Motorola license in this litigation on condition that it would be designated and clearly marked as "CONFIDENTIAL BUSINESS INFORMATION, SUBJECT TO PROTECTIVE ORDER," such that the license agreement would not be disclosed to any legal representatives of the parties in the investigation other than outside counsel for the parties.

6. The Kyocera-Motorola license contains highly proprietary business information regarding licensing terms and conditions.

7. Public disclosure of the terms and conditions of Kyocera's license with Motorola would cause significant harm to Kyocera by negatively affecting Kyocera's ability to negotiate future licenses. Knowledge of the detailed substantive and financial terms of previously nonpublic agreements would provide a strategic windfall to Kyocera's future licensing partners, enabling them to gain unfair negotiating leverage. That leverage likely would manifest as onerous licensing terms that could undermine Kyocera's business competitiveness.

I declare under the penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated: November 5, 2012


Eric Klein

CERTIFICATE OF SERVICE

The undersigned attorney certifies that on the 6th day of November, 2012, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel on record in the matter.

/s/ John A. Tondini

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